

IN THE DELAWARE CIRCUIT COURT

CAUSE NO. 18C03-0606-PL-0019

STATE OF INDIANA,  
  
Plaintiff,  
  
v.  
  
HENRY STARRETT, individually  
and doing business as  
STARRETT'S HOME IMPROVEMENTS  
  
Defendant.

## DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. The Delaware County Sheriff duly served the Defendant with process more than twenty-three (23) days before Plaintiff filed its Motion for Default Judgment
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant is not an infant, incompetent, or in military service.

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Motion for Default Judgment is **GRANTED** in favor of Plaintiff, State of Indiana, and against Defendant, Henry Starrett, individually and doing business as Starrett's Home Improvements.

**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** that:

1. Defendant is permanently enjoined, pursuant to Indiana Code § 24-5-0.5-4(c)(1),  
from:

a. In the course of entering into home improvement transactions, failing to provide a completed home improvement contract, including each of the provisions required by Ind. Code § 24-5-11-10(a), to the consumer before it is signed by the consumer;

b. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;

c. representing expressly or by implication that the Defendant is able to start or complete a home improvement or consumer transaction within a stated period of time, or when no time period is stated, within a reasonable time, when the Defendant knows or should reasonably know that he cannot;

d. soliciting to engage in a consumer transaction without a permit or other license required by law;

e. engaging in a consumer transaction without a permit required by law.

2. Pursuant to Ind. Code § 24-5-0.5-4(c)(3), Defendant shall pay costs in the amount of Five Hundred Dollars (\$500.00) for the Attorney General's reasonable expenses incurred in the investigation and prosecution of this action.


3. Pursuant to Ind. Code § 24-5-0.5-4(g), Defendant shall pay civil penalties in the amount of Fifty Thousand Dollars (\$50,000.00) for Defendant's knowing violations of Indiana's Deceptive Consumer Sales Act.

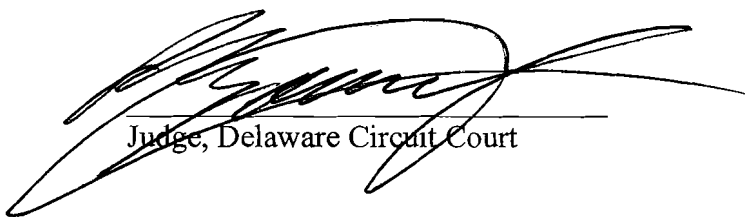
4. Pursuant to Ind. Code § 24-5-0.5-8, Defendant shall pay civil penalties in the amount of Five Thousand Dollars (\$5,000.00) for Defendant's intentional violations of Indiana's Deceptive Consumer Sales Act.

5. Pursuant to Ind. Code § 24-5-0.5-4(c), the Defendant shall pay consumer restitution to Curtis Dennin and Lewis Dennin in the amount of Three Thousand Three Hundred Fifty-One Dollars and Nineteen Cents (\$3,351.19).

For a total monetary judgment in the amount of Fifty-Eight Thousand Eight Hundred Fifty-One Dollars and Nineteen Cents (\$58,851.19).

**ALL ORDERED, ADJUDGED AND DECREED** on this 20 day of

 2006.

  
Judge, Delaware Circuit Court

**DISTRIBUTION:**

Henry Starrett  
Starrett's Home Improvements  
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